

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant MMGY Global LLC 7309 W. 80th St., #400 Overland Park, KS 66204	2. Registration No. 6492
---	---------------------------------

3. Name of Foreign Principal Greater Victoria Visitors & Convention Bureau	4. Principal Address of Foreign Principal Suite 200 - 737 Yates Street Victoria, British Columbia V8Q 1L6 Canada
---	---

5. Indicate whether your foreign principal is one of the following:

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Tourism Branch

b) Name and title of official with whom registrant deals
Paul Nursey, CEO

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
July 19, 2021	Misti Borchers, VP, Director of Accounting Operations	/s/ Misti Borchers eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

MMGY Global, LLC

2. Registration No.

6492

3. Name of Foreign Principal

Greater Victoria Visitors & Convention Bureau

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide planning, account management, branding and data strategy/analytics to promote tourism, increase brand awareness and positioning of Victoria, British Columbia as a tourist destination.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See #7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 19, 2021	Misti Borchers, VP, Director of Accounting Ops	/s/ Misti Borchers eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Samples to review
/sa



**MASTER SERVICES AGREEMENT
PRESENTED TO**

**Greater Victoria Visitors & Convention Bureau
(dba Destination Greater Victoria)**

Prepared by

MMGY Global, LLC

**Kansas City, Missouri
Los Angeles, California
Denver, Colorado
New York, New York**

February 2, 2021



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into and made effective as of February 2, 2021 ("Effective Date") by and between **MMGY Global, LLC**, a Delaware limited liability company with offices at 7309 W. 80th Street, Overland Park, KS 66204 (hereinafter referred to as "**Agency**") and **Greater Victoria Visitors & Convention Bureau (dba Destination Greater Victoria)**, a Victoria, British Columbia society whose address is Suite 200 - 737 Yates Street, Victoria, B.C. V8W 1L6 (herein after referred to as "**Client**"). Agency and Client shall individually each be referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Client desires to employ services available through the Agency; and WHEREAS, Agency is qualified and willing to render such services; The parties hereto agree as follows:

I. APPOINTMENT

Client hereby authorizes Agency to act as its agent in accord with the terms stipulated in this Agreement. This Agreement becomes effective February 2, 2021 and shall remain in full force and effect until terminated pursuant to Paragraph XI.

II. SCOPE OF SERVICES

Agency shall perform the following services on behalf of Client pursuant to any "Statement of Work" or "SOW". The SOW will be a mutually executed document containing the description of the Services, including but not limited to, the Deliverables, Project Schedule, Payment Schedule, acceptance criteria and other information applicable to the Services, in a form substantially similar in form to Exhibit A, attached hereto and incorporated herein by reference. Each SOW and any amendment thereto may not be made except by a writing signed by both Agency and Client. In the event of any inconsistencies between the terms of a SOW and the terms herein, this Agreement shall govern, except for instances where the SOW specifically references a deviation from the Agreement, in which case the terms set forth in the SOW will prevail for that SOW only. Each SOW (as may be amended) taken together with the incorporated terms of this Agreement shall be a separately enforceable agreement.

III. AGENCY COMPENSATION

Client agrees to pay Agency for the services set forth for the services rendered in accordance with the payment schedule as provided in any applicable SOW.

IV. MATERIALS, SERVICES AND APPROVALS

Client shall provide Agency with written approval of all materials prior to their production, broadcast and/or issuance. These approvals shall be provided by Client in writing, and in a timely manner, via mail (either traditional or electronic) or facsimile.

Client may modify, reject, cancel, or stop any and all plans, schedules, or work in progress at any time by delivering written notice to Agency. In this event, however, Client will retain sole liability for all

commitments made by Agency prior to such action and reimburse Agency for all of Agency's charges and expenses for work begun with Client approval.

V. OWNERSHIP OF MATERIALS

All completed materials created and/or produced by Agency and accepted by Client shall become the property of Client upon receipt by Agency of payment in full for all services rendered by Agency pursuant to this Agreement.

Agency acknowledges that Client is the sole and exclusive owner of Client's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Client Marks"). Agency agrees that it will not make any use of the Marks without Client's prior written consent. Agency further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Agency's use of the Marks. Client hereby reserves all such rights not specifically granted hereunder.

Client acknowledges that Agency is the sole and exclusive owner of Agency's intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Agency Marks"). Client agrees that it will not make any use of the Marks without Agency's prior written consent. Client further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Client's use of the Marks. Agency hereby reserves all such rights not specifically granted hereunder.

VI. INVOICING AND PAYMENT

Client shall be invoiced monthly and agrees to make payments for all services provided under the terms of this Agreement in United States dollars.

Any invoice for which Agency has not received payment within 30 days from the date of invoicing, shall be considered delinquent and shall be subject to an additional service charge computed at the rate of one and one-half percent (1.5%) per month. This provision shall not apply to invoiced amounts that Client has reasonable grounds to question, assuming such questions are submitted in writing by Client to Agency within ten (10) days of receipt of the appropriate invoice. Should delinquent invoices remain unpaid by Client 60 days past the due date, Agency reserves the right to immediately suspend all services on behalf of the Client until such time as payment is received.

Should it become necessary for Agency to institute collection proceedings for any work performed or advertising placed on behalf of Client during the effective dates of this Agreement, or otherwise authorized by Client, Client agrees to pay all costs incurred including reasonable attorney fees.

Client agrees to promptly reimburse Agency for any sales taxes Agency may be required to pay by law for performing services and/or producing materials on behalf of Client.

VII. INDEMNITY; EXCLUSION OF DAMAGES; DAMAGE LIMITATIONS

Client agrees to indemnify and hold harmless Agency against any and all claims for loss, liability or damages arising out of, or in connection with, work done or to be performed by Agency for and on behalf of Client, including the cost of defending any legal action that may be brought or threatened against Agency arising out of the use of any advertising copy or materials furnished or approved by Client. Client further agrees to indemnify and hold harmless Agency from any and all claims, judgments or costs, including reasonable attorney's fees, that Agency may incur by reason of defending any claim or legal action in which Agency may become involved by reason of any contractual action taken on behalf of Client.

Agency agrees to indemnify and hold Client harmless against any and all claims for loss, liability or damages arising out of the use of any advertising copy or materials furnished by Agency without prior

approval by Client. Agency further agrees to indemnify and hold harmless Client from any and all claims, judgments or costs, including reasonable attorney's fees, that Client may incur by reason of defending any claim or legal action in which Client may become involved by reason of any contractual action taken by Agency.

To the fullest extent permitted by law, notwithstanding any other provisions of this Agreement, Agency shall not be liable to Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any manner related to services provided to Client by Agency or this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or breach of any express or implied warranty, including, but not limited to, losses of profits, income, revenue, use, financing, business or reputation and losses of management or employee productivity or the services of such persons.

Notwithstanding any other provisions of this Agreement, and to the fullest permitted by law, the total liability, in the aggregate of Agency to Client and anyone claiming by, through or under Client for any and all claims, losses, costs or damages whatsoever, arising out of, resulting from, or in any manner relating to Services provided to Client by Agency or this Agreement for which Agency is responsible from any cause or causes, including but not limited to the negligence, errors or omissions, strict liability or breach of contract, or express or implied warranty of Agency shall not exceed the total compensation received by Agency under this Agreement for the applicable SOW which is the subject of Client's claim.

VIII. RESERVATION AS TO DUTIES

Agency expressly reserves the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause the publication or broadcast of any advertisement or article which, in Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to Client's or Agency's interest. Nothing in this Agreement shall be construed as committing Agency to violate any lawful contractual commitments to media.

IX. CONFIDENTIAL INFORMATION

Any document provided to Agency by Client and designated in writing as containing confidential, proprietary or privileged information will not be disclosed to any third party, unless required by law, court order, or relevant regulation.

Agency shall not be responsible for the loss or destruction of any materials provided by the Client, or the inadvertent disclosure of confidential information, unless such loss, destruction, or disclosure is caused by Agency's negligence. In such an event, Agency shall not be responsible for an amount in excess of the aggregate amount of all fees paid to Agency for services performed pursuant to this Agreement.

X. SOLICITATION OF PERSONNEL

During the term of this Agreement and for a period of one (1) year following its termination, Client agrees not to solicit for employment any employee of Agency and Agency agrees not to solicit for employment any employee of Client.

XI. TERMINATION

Either party hereto may terminate this agreement by giving ninety (90) days prior written notice thereof by certified mail or registered mail to the other party.

Notification of termination shall be delivered by registered mail as follows:

If to MMGY Global, LLC:

Hugh McConnell
Chief Financial Officer
MMGY Global, LLC
7309 W. 80TH Street
Overland Park, KS 66204

If to Client:

Paul Nursey
Chief Executive Officer
Greater Victoria Visitors & Convention Bureau
(dba Destination Greater Victoria)
Suite 200 - 737 Yates Street
Victoria, B.C. V8W 1L6

Agency's rights, duties and responsibilities as set forth in this Agreement will continue in full force and effect during any notice period and will include, but not necessarily be limited to, the creation and production of advertising and the negotiation and placement of media insertion orders whose closing or cancellation dates fall within the notice period.

XII. TRANSFER OF OWNERSHIP

Upon the termination of this Agreement and upon receipt by Agency of all amounts to which has been invoiced or is otherwise entitled from Client pursuant to this Agreement, Agency shall transfer, assign and make available to Client, or Client's representative, all property and materials in Agency's possession or control belonging to Client.

Agency shall also cooperate in transferring, with approval of authorized third parties, all reservations, contracts and arrangements with advertising media, or others, for advertising space or materials yet to be used and all related rights and claims, upon being duly released from such obligations. Agency time spent on transition activities including, but not limited to, the onboarding of new partners and packaging up Client files for transfer, are considered billable activity and will be estimated according to the Agency's standard rate card. Any incremental costs outside of standard fees will be provided in writing and approved in advance by Client.

Client shall own all rights to any advertising materials that are produced in finished form prior to the effective termination of this Agreement. Agency shall proceed promptly to complete production of any such materials during the notice period. However, at termination, any advertising concepts, layouts, sketches, mock-ups or other manifestations Client has not authorized Agency to produce shall remain the exclusive property of Agency, and Client shall be deemed to have released and assigned to Agency any copyright or other rights relating to such materials.

XIII. GENERAL

Relationship of the Parties - Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

Entire Agreement - This Agreement and the Exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

Waiver and Modification - The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

Severability - In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

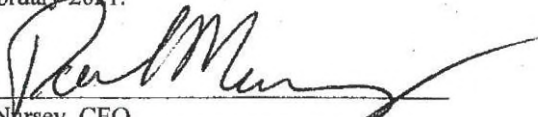
Law and Venue - This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia without regard to its choice or conflict of laws provisions. Client hereby consents to exclusive jurisdiction and venue in the courts sitting in British Columbia, Canada. The prevailing party in any such dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, whether as claimant or counter-claimant. If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.

Captions - Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.

Drafter - No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.

Counterparts - This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile or other electronic transmission, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this 2 day of February 2021.


Paul Narsey, CEO
Greater Victoria Visitors & Convention Bureau
(dba Destination Greater Victoria)


Hugh McConnell, CFO
MMGY Global, LLC

EXHIBIT A – Statement(s) of Work

STATEMENT OF WORK

No. 1

This Statement of Work ("SOW") is entered into and made effective as of February 2, 2021 (the "Effective Date"), by and between **MMGY Global, LLC**, a Delaware limited liability company with offices at 7309 W. 80th Street, Overland Park, KS 66204 (hereinafter referred to as "Agency") and **Greater Victoria Visitors & Convention Bureau (dba Destination Greater Victoria)**, a Victoria, British Columbia society whose address is Suite 200 - 737 Yates Street, Victoria, B.C. V8W 1L6 (herein after referred to as "Client"). Agency and Client shall individually each be referred to as a "Party" and collectively as the "Parties".

This SOW is governed by the terms and conditions of the Master Services Agreement between Agency and Client with an Effective Date of February 2, 2021.

I. TERM:

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date and can be terminated by either party with 120 days written notice to designated Agency or Client representative.

Each Party shall be excused for failures and delays in performance (other than failure to pay amounts previously due) caused by war, civil war, riots or insurrections, laws, proclamations, ordinances or regulations of any federal, state, or local government; or strikes, floods, fires, explosions, or other circumstance beyond the reasonable control and without the fault of such Party. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

II. DESCRIPTION OF SERVICES:

Core Agency services included in this SOW include:

- Account & Project Management
- Business Strategy & Account Planning
- Branding
- Audience Modeling & Segmentation - Terminal
- Data Strategy & Performance Analytics

Additional Agency services available, but not included in this SOW include:

- Creative Services
- Content Marketing
- Custom Research & Insights*
- Email Marketing
- Marketing Technology
- Media Strategy & Planning
- Public Relations*
- Social Media Marketing
- Experiential Marketing
- International Trade Representation*

**This SOW is inclusive of MMGY services only. Any services provided by NJF, Myriad or Travel Intelligence will be authorized through a separate service agreement.*

Should the Client desire to move forward with Agency services not detailed in this SOW, the Agency will provide a separate SOW or project estimate with scope details for Client approval.

A) ACCOUNT & PROJECT MANAGEMENT

Account & Project Management activities include the following:

- 1) Support Client on foundation of marketing goals, plans and channel strategies with research, industry insights and trends and ongoing tactical recommendations;
- 2) Coordination of all Agency channel integration with communication led by account management;
- 3) Collaborate with Client on direction, goals and objectives for project or campaign all-in-brief, development, revisions and approval. Input internal teams through briefing system including: strategic briefs for annual and/or quarterly planning and/or creative and/or media briefs for new campaigns/initiatives;
- 4) Coordination of virtual or in-person strategic and channel planning meetings; including coordination, documentation and channel resource management. Cadence of ongoing meetings to be scheduled for consistent and frequent communication about performance insights of campaign planning. Location of meetings with Client and Agency to be considered dependent on purpose and involvement from Agency teams;
- 5) Provide conference reporting after key Agency/Client meetings including roles and responsibilities for action items identified for follow up;
- 6) Detailed project timelines, planning timelines and/or tactical management plans with Agency delivery dates, Client feedback and approval deadlines, inclusive of two rounds of revisions as standard practice built into timelines, anticipated launch dates and any communication with updates to timelines and impact on delivery dates;
- 7) Communication about approval process, maintaining proper approval documentation and organization including email and signed approvals on strategies, plans, briefs and estimates;
- 8) Campaign management including creative/media fulfillment as directed by Client;
- 9) Budget management and invoice tracking/projection, timely delivery of monthly invoices;
- 10) Development, vetting and execution of partnership marketing opportunities;
- 11) Facilitate other Client partner/agency relations; and
- 12) Facilitate evaluation of goals, GA audits, measurement plan, KPI and tagging strategies.

B) BUSINESS STRATEGY & ACCOUNT PLANNING

Business Strategy & Account Planning activities include the following:

- 1) Familiarize with Client historical and current business data, develop complete understanding of Client's strategic vision, goals, audiences, markets, seasonality, competitor data and relevant industry specific trends; and
- 2) Provide strategic business strategy services ongoing and as part of planning activities tied to Client objectives including trend analysis for industry, markets and seasonality, consumer and competitive insights and guiding strategic channel integration.

C) BRANDING

Branding activities from the fully integrated Agency led by Brand team include the following:

- 1) **BRAND ANALYSIS:**
Agency shall perform and deliver the following:
 - a) Discovery briefing session and familiarization of brand and business
 - b) Stakeholder interviews (individual and group)

- c) Product and competitive assessment audits
- d) Communications audits of current brand and marketing plans
- e) Key foundational brand insights

2) **BRAND STRATEGIC POSITIONING, ARCHITECTURE & ANTHEM**

Following the completion of the brand analysis, agency shall perform and deliver the following:

- a) One on-site or virtual presentation of findings and brand strategic positioning, architecture, and anthem
- b) Review and modernize Brand Architecture with respect to post-pandemic travel inclusive of:
 - i) Brand Essence
 - ii) Brand Values
 - iii) Brand Promises
 - iv) Brand Experience
 - v) Brand Voice
- c) Positioning Statement
- d) Development of brand anthem (video).

D AUDIENCE MODELING & SEGMENTATION – TERMINAL

Audience Modeling & Segmentation - Terminal activities to develop a custom model, identifying unique Client audiences will include the following:

- 1) **Part One: Segmentation and Modeling**
 - a) Conduct a session on data available and uses of Terminal to fit Client business needs;
 - b) Develop custom audience direction from Travel Intelligence Data;
 - c) Overlay Experian data variables against Travel Intelligence Data to match cluster with behavior and travel interest;
 - d) Analyze propensity variables to determine segments against audience DMP;
 - e) Provide recommendation of audience segments to turn into personas upon final segmentation round presentation.
- 2) **Part Two: Persona Development**
 - a) Create distinct personas leveraging geo, demo, psycho and behavioral data within Terminal, social listening and MRI; and
 - b) Provide persona data presentation inclusive of motivators, interests and emotional connectors for future strategic direction and creative messaging discussion.

E) DATA STRATEGY & PERFORMANCE ANALYTICS

Data Strategy activities include the following:

- 1) Lead integrated data analysis compiling reports from all paid channels managed by Agency, identifying integrated level insights and recommendations regarding performance;
- 2) Responsible for data integrity for all paid channels managed by Agency;
- 3) Consult on Client data best practices as it relates to Agency managed scope of services;
- 4) Conduct data ecosystem discovery audit to inform and identify existing data sets, partners and needed additive data sets, including but not limited to Destination British Columbia, coop members and vendor partners;
- 5) Development of audience activation strategies;
- 6) Ongoing analysis and optimization of audience segmentation and activation strategy as a result of Terminal;
- 7) Provide recommendations on markets of focus based on Client, vendor and Agency data sets, annually; and

Performance Analytics activities include the following:

- 8) Evaluation of goals reviewing historical media plans and KPIs annually;
- 9) Conduct initial GA audit and annually as needed with new site updates;
- 10) Review existing tagging strategy and UTM structure annually;
- 11) Develop measurement plan with KPIs for paid channels annually;
- 12) Develop and implement procedures for measurement of marketing and media plan performance;
- 13) Conduct reporting visualization discovery for marketing services and performance analysis moving forward; and
- 14) Lead evolved media measurement POV into 2022 as it relates to changes with media attribution and performance best practices.

F) GENERAL BUSINESS PRACTICES

General Business Practices from the fully integrated Agency team led by Account Management include the following:

- 1) Daily emails, developing supporting documents and timely follow up;
- 2) Establish protocol and expectations with Client for communication frequency, content and responsiveness;
- 3) Ongoing strategic consultation;
- 4) Stewards and champions of the Client brand in all communication;
- 5) Weekly (or bi-monthly) status call reviewing status report with updates on all deadlines, projects and next steps per channel;
- 6) Kickoff call for new campaign or project initiatives;
- 7) One-on-one touch bases as needed to discuss the health of the account and its marketing programs; and
- 8) Facilitate or participate in vendor and/or partner calls.

Anticipated Meeting Participation & Attendance include the following:

- 1) Onboarding/virtual/in-person kickoff;
- 2) Agency planning meetings at Client's preference;
- 3) Board and/or marketing committee meetings;
- 4) Stakeholder/member meetings; and
- 5) Client/field level education.

Additional Notes:

- 1) Relevant Agency attendees will be pre-approved by Client.
- 2) All travel-related expenses for meetings will be estimated and billed at NET with appropriate back-up provided.

In the event that in-person Agency attendance isn't necessary, the Agency will work with the Client to prepare materials including presentation decks.

III. FEES AND PAYMENT SCHEDULE

A) SERVICE FEES

Client agrees to pay Agency Service Fees totaling **one hundred thousand dollars (\$100,000)** to compensate the Agency for staff time devoted to the activities outlined in the SOW above.

- 1) Agency Service Fees due and payable as follows upon initiation of the project-based work below:

- a. Twenty thousand dollars (\$20,000) for the Brand Evaluation & Analysis due and payable upon execution of the SOW;
- b. Thirty-five thousand dollars (\$35,000) for the Brand Strategic Positioning, Architecture and Anthem due and payable upon initiation of the project;
- c. Seventeen thousand dollars (\$17,000) for the Data Analysis - Market Evaluation, Data Mapping, Audience Analysis and Measurement Plan due and payable upon initiation of the project; and
- d. Twenty-eight thousand dollars (\$28,000) for the Audience Modeling & Segmentation - Terminal due and payable upon initiation of the project.

In the event Client terminates any project prior to completion, Client agrees to compensate the Agency for all costs incurred to date, including Agency resource time and out-of-pocket expenses.

A summary of Agency Service Fees is included in the following table:

SERVICE FEES*		
DESCRIPTION	TIMELINE	BUDGET
ON BUILDING THE FOUNDATION		
Brand Evaluation & Analysis - Includes stakeholder engagement, analysis and community assessment	February-March 2021	\$20,000
Brand Strategic Positioning, Architecture & Anthem - Development and documentation of brand refinement	March-April 2021	\$35,000
Data Analysis - Market Evaluation, Data Mapping Audience Analysis and Measurement Plan	February-March 2021	\$17,000
Audience Modeling & Segmentation - Terminal	March 2021	\$28,000
TOTAL		\$100,000 USD

*All services fees are inclusive of Agency account and project management.

B) SHIPPING COSTS

All shipping, express package or express mail charges incurred by Agency on behalf of the Client shall be billed to Client at cost.

C) TRANSPORTATION, LODGING & MAINTENANCE EXPENSES

Client agrees to reimburse the Agency at cost for all pre-approved transportation, lodging and maintenance expenses incurred by members of Agency's staff while traveling to perform on behalf of Client.

D) ADMINISTRATIVE EXPENSES

Agency will absorb administrative expenses including telephone charges, duplication charges and ordinary postage.

E) OTHER SERVICES

Any additional services or changes in the scope as outlined under the Description of Services shall be estimated and approved by both parties under either an additional SOW or Change Order. A change in services may necessitate a change in compensation.

F) INITIAL PAYMENT

An "Initial Payment" will be invoiced upon execution of this Agreement, after which the Agency will begin work. The Initial Payment required shall be **twenty thousand dollars (\$20,000)** and this payment shall be applied to the service fees to compensate the Agency for the Brand Evaluation & Analysis of the Agreement.

IV. ADDITIONAL TERMS AND CONSIDERATIONS

A) PROJECT ESTIMATES

Additional detailed Project Estimates may be issued under this scope of work. In the event of any inconsistencies between the terms of a SOW and the terms of a Project Estimate, this Agreement and applicable SOW shall govern, except for instances where the Project Estimate specifically references a deviation from the Agreement, in which case the terms set forth in the Project Estimate will prevail for that Project Estimate only.

B) ADVERTISING

Advertising placed by Agency on behalf of Client shall be subject to Client's prior written approval and placed at the lowest rate(s) negotiated by Agency. All charges for media space and time shall be estimated and billed to Client prior to placement of the advertising per the terms as outlined herein. Agency shall be obligated to place media insertions per the Client-approved schedule only upon receipt of payment in full in advance of such placements.

C) MEDIA LIABILITY

Client agrees to assume full financial liability for properly authorized insertions for advertising space and/or time placed on its behalf by Agency.

In the event that a publication, station, online medium or other media outlet elects not to accept Agency's standard insertion order which disallows liability for unpaid media charges, Client agrees to provide the medium with written confirmation of acceptance of this liability.

Client agrees to hold Agency harmless for the failure of media or suppliers to properly execute their commitments, including without limitation, any delays in the placement of such media.

D) TERMINAL TERMS AND CONDITIONS

1) License:

Client is hereby granted the non-exclusive, non-transferable right to access and use the online services (the "Terminal") and license to any outputs derived from the Terminal resulting from Client's use of the Terminal ("Reports") for Client's internal use. MMGY and its licensors retain all rights, title and interest in

and to any Reports and all data used in or by the Terminal, including as used in or to produce the Reports, including all enhancements, modifications, updates, improvements to, or derivative works of the Reports and Terminal. Subject to MMGY's rights set forth herein, Client retains all rights, title and interest in Client's analysis of the Reports. MMGY reserves all rights not expressly granted herein.

Any release, provision or sharing of the Reports to or with any 3rd party is strictly prohibited except with the prior written approval of MMGY, which approval may be withheld in its sole discretion, any may be subject to additional terms. This license is personal to Client, and unless otherwise indicated, any Client Affiliates shall not be deemed a licensee of the Data. Release or sharing of Reports by Client to or with any third-party recipient may result in monetary damages or irreparable harm to MMGY and MMGY may charge fees for Client's continued use or disclosure of the Reports at Agency's then-standard rates, in addition to exercising any other remedies MMGY may have available at law or in equity. Any permitted release of the Reports for publication must credit MMGY. Client will destroy all Reports within ten (10) days following the expiration or termination of the Agreement or the applicable Order. The terms of this Section shall survive termination of this Addendum as shall the terms relating to enforcement of this Addendum.

Except as set forth in this Addendum or Order, Client shall not (i) resell or distribute, license, or otherwise disclose the Report or access to the Terminal; (ii) copy, create derivative works or otherwise reproduce any Report, except as necessary for backup or security purposes; (iii) attempt to discover or reverse engineer any confidential and proprietary criteria developed or used by MMGY in the compilation of the Report or the performance of the Data Services, including the Terminal; (iv) merge or incorporate the Reports with any third party file without MMGY's prior written consent; (v) use the Reports to enhance any third party file or list, or develop, publish or maintain any list, enhancement, directory, or other similar product; or (vi) use the Reports in any marketing communication that refers to selection criteria or presumed knowledge about the recipient. Client may only use the Reports in strict accordance with: (i) all applicable federal, state and local laws, regulations, rules, and judicial and administrative decisions; (ii) relevant industry guidelines; and (iii) Client's own privacy policies.

Client acknowledges and agrees that the Terminal and Reports may contain or have been developed, in part, using third-party data provided under and subject to such third-party provider's terms. Client also acknowledges that the third-party providers may modify the third-party data, or discontinue availability of such third-party data or modify the rules concerning the availability of and the applicable fees, costs and expenses for any of the third-party data, in which case neither MMGY nor the third-party providers shall be held responsible for such modification and discontinuance.

2) Client Data:

Client may supply, or cause to be supplied, certain Client content ("Client Data") to MMGY. Client shall transmit the Client Data to MMGY by a communications link or in another manner described on the applicable Order. As between MMGY and Client, Client shall be responsible for ensuring that the Client Data is accurate and complete. Client represents and warrants to MMGY that Client has the full legal right for Client and MMGY, its affiliates and agents to use the Client Data for processing hereunder. Client grants to MMGY a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for MMGY and MMGY's Affiliates to use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Terminal product or service offering and to distribute the Client Data in an aggregated and de-identified format to MMGY's licensees. Client shall indemnify and defend MMGY, its Affiliates and agents against any third-party claim asserting that Client does not have the full legal right (including any moral rights) to grant to MMGY such rights to use the Client Data, that the Client Data infringes upon any intellectual property or proprietary rights, or any claim alleging breach of the warranty set forth in this Section. Except as expressly set forth herein, Client and its licensors retain all rights, title and interest in and to all Client Data.

3) Security Breach:

Each Party will maintain reasonable security procedures and practices to protect each Party's data provided to the other Party under this Agreement from unauthorized access, destruction, use, modification or disclosure. A "Breached Party," the Party experiencing a breach of security resulting in the unauthorized access, use or disclosure of the other Party's data ("Security Breach") shall provide the other ("Non-

Breached Party") prompt written notice upon discovery or notification of any Security Breach and will promptly and at its own expense investigate and take all commercially reasonable steps to identify, prevent and mitigate the effects of any Security Breach. The Breached Party shall promptly provide to the Non-Breached Party a detailed description of the incident, the data accessed, the identity of anyone effected, and such other information as the Non-Breached Party may request concerning the Security Breach and conduct any commercially reasonable recovery necessary to remediate the impact and bear any reasonable cost the Non-Breached Party may incur as a result of a Security Breach, including any reasonable cost associated with the Non-Breached Party notifying any affected consumers.

4) Limitation of Liability:

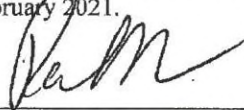
MMGY MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TERMINAL, THE REPORTS OR ANY OTHER SERVICES OR MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY MMGY HEREUNDER, AND MMGY HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

The Reports, Terminal access and any other services provided hereunder are provided "as is" and "as available" and MMGY will not be liable to Client for any loss or damages based on any errors or omissions with respect thereto. MMGY's re-performance or providing of the applicable Report or the refund of any fees associated with the applicable Report shall constitute Client's sole remedy and MMGY's maximum liability with respect to this Addendum. If, notwithstanding the above, liability is imposed on MMGY, then Client agrees that MMGY's total liability for any or all Client losses or injuries from MMGY's acts or omissions under this Addendum, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the fees paid by Client with respect to this Addendum in the six (6) months prior event giving rise to the cause of action. Notwithstanding any other provision of this Addendum or the Agreement, in no event shall MMGY be liable to Client for any incidental, indirect, consequential, punitive or special damages (including but not limited to damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if MMGY is advised of the possibility that such damages might arise.

No person, firm or entity shall be a third-party beneficiary of this Agreement. Client shall indemnify, defend and hold MMGY harmless from and against any expense, damage or award, including reasonable attorneys' fees, incurred by MMGY as a result of any Client use of the Terminal or Reports, including any unauthorized access, use or disclosure of the Terminal or Reports.

Should there be a deviation or conflict of terms, the terms set out above Under Terminal Terms and Conditions shall govern in all respects related to services provided under Statement of Work number 1.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on this 2 day of February 2021.



Paul Nursey, CEO
Greater Victoria Visitors & Convention Bureau
(dba Destination Greater Victoria)



Hugh McConnell, CFO
MMGY Global, LLC